

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 5, 2023

DISC MEDICINE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39438
(Commission
File Number)

85-1612845
(IRS Employer
Identification No.)

321 Arsenal Street, Suite 101, Watertown, MA 02472
(Address of principal executive offices)

02472
(Zip Code)

Registrant's telephone number, including area code: (617) 674-9274

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	IRON	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, Disc Medicine, Inc. (the “Company”) entered into an Open Market Sale AgreementSM (the “Agreement”) with Jefferies LLC (“Jefferies”) on October 10, 2023, pursuant to which the Company may, from time to time in its sole discretion, issue and sell through Jefferies, acting as sales agent, or directly to Jefferies, acting as principal, shares of the Company’s common stock, par value \$0.0001 per share (“common stock”), having an aggregate offering price of up to \$59.7 million (the “Initial Shares”). Prior to December 5, 2023, offers and sales of the Initial Shares have been made pursuant to the Agreement and the Company’s effective registration statement on Form S-3 (No. 333-269272) and a prospectus supplement related thereto (the “Prior Prospectus”). As of December 5, 2023, the Company had offered and sold shares of common stock with an aggregate offering price of \$7,167,167.89 pursuant to the Agreement and the Prior Prospectus.

On December 5, 2023, the Company and Jefferies entered into an amendment to the Agreement (the “Amendment”) to increase the aggregate offering price of the shares of common stock that the Company may offer under the Agreement from \$59.7 million to \$200.0 million (the “Additional Shares”). The material terms and conditions of the Agreement otherwise remain unchanged.

The foregoing description of the Amendment and the Agreement are not complete and are qualified in their entirety by reference to (i) the full text of the Amendment, a copy of which is filed herewith as Exhibit 1.1 to this Current Report on Form 8-K and (ii) the full text of the Agreement, a copy of which was filed as Exhibit 1.1 to the Company’s Current Report on Form 8-K filed with the SEC on October 10, 2023 each of which is incorporated herein by reference. A copy of the opinion of Goodwin Procter LLP relating to the validity of the issuance and sale of the shares in the offering is attached as Exhibit 5.1 hereto.

On December 5, 2023, the Company suspended and terminated sales of the Initial Shares pursuant to the Prior Prospectus. The sale of the Initial Shares having an aggregate offering price of \$52,532,832 and the Additional Shares have been registered pursuant to the Company’s shelf registration statement on Form S-3 (File No. 333-275652) (the “Registration Statement”), and offers and sales of such Initial Shares and the Additional Shares will be made only by means of a prospectus supplement to the Registration Statement.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the securities discussed herein, nor shall there be any offer, solicitation or sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1.1	Amendment No. 1 to Open Market Sale AgreementSM dated December 5, 2023 by and between Disc Medicine, Inc. and Jefferies LLC.
5.1	Opinion of Goodwin Procter LLP
23.1	Consent of Goodwin Procter LLP (contained in Exhibit 5.1)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DISC MEDICINE, INC.

Date: December 5, 2023

By: /s/ John Quisel
Name: John Quisel, J.D. Ph.D.
Title: Chief Executive Officer

AMENDMENT NO. 1 TO THE SALES AGREEMENT

December 5, 2023

JEFFERIES LLC
520 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

This Amendment No. 1 to the sales agreement (this “**Amendment No. 1**”) is entered into as of the date first written above by Disc Medicine, Inc., a Delaware corporation (the “**Company**”), and Jefferies LLC (the “**Agent**”), that are parties to that certain sales agreement, dated October 10, 2023 (the “**Sales Agreement**”) relating to the offering of up to \$59,700,000 of the Company’s Common Shares (the “**Original Offering Amount**”). All capitalized terms not defined herein shall have the meanings ascribed to them in the Sales Agreement.

On the date hereof, the Company filed or will file (i) a prospectus supplement (the “**December 2023 Prospectus**”) to a new shelf Registration Statement on Form S-3 (333-2725652) (the “**November 2023 Registration Statement**”) relating to the offer and sale of the Original Offering Amount plus an additional \$140,300,000 of the Company’s Common Shares (the “**Additional Offering Amount**”) pursuant to the Sales Agreement and (ii) a post-effective amendment to its existing shelf Registration Statement on Form S-3 (333-269272) (the “**Existing Shelf**”) to terminate any and all offerings of its securities pursuant to the Existing Shelf (the “**Post-Effective Amendment**”), including its offering of the Original Offering Amount pursuant to the Sales Agreement and a prospectus supplement thereto filed with the Commission on October 10, 2023 (the “**October 2023 Prospectus**”). Once the Commission has declared the Post-Effective Amendment effective, the Original Offering Amount shall be offered and sold pursuant to the December 2023 Prospectus and no further offerings or sales of the Original Offering Amount shall be made pursuant to the October 2023 Prospectus.

This Amendment No. 1, among other items, increases the aggregate offering price to \$200,000,000.

The parties, intending to be legally bound, hereby amend the Sales Agreement as follows:

1. The preamble to the Sales Agreement is hereby deleted in its entirety and replaced with the following:

“Disc Medicine, Inc., a Delaware corporation (the “**Company**”), proposes, subject to the terms and conditions stated herein, to issue and sell from time to time through Jefferies LLC, as sales agent and/or principal (the “**Agent**”), shares of the Company’s common stock, par value \$0.0001 per share (the “**Common Shares**”), having an aggregate offering price of up to \$200,000,000 on the terms set forth in this agreement (this “**Agreement**”).”

2. For the avoidance of doubt, any reference to (i) “Prospectus” in the Sales Agreement shall be deemed to include the December 2023 Prospectus and (ii) Registration Statement shall be deemed to include the November 2023 Registration Statement.

3. The Company represents and warrants to, and agrees with the Agent that: (a) this Amendment No. 1 has been duly authorized, executed and delivered by, and is a valid and binding agreement of, the Company, enforceable in accordance with its terms, except as rights to indemnification hereunder may be limited by applicable law and except as the enforcement hereof may be limited by

bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and (b) that on the date hereof, the Company will file (i) a prospectus supplement relating to the Additional Offering Amount which may be issued pursuant to the Sales Agreement as amended by this Amendment No. 1, (ii) a Current Report on Form 8-K relating to this Amendment No. 1 and (iii) the Post-Effective Amendment to terminate any and all offerings of its securities pursuant to the Existing Shelf.

4. Without limiting any other agreement, including Section 3(d), as applicable, the Company agrees to pay all costs, fees and expenses incurred in connection with entering into this Amendment No. 1 and the performance of the Company's obligations under the Sales Agreement as amended by this Amendment No. 1 and the transactions contemplated hereby and thereby, including without limitation, (i) all filing fees, attorneys' fees and expenses incurred by the Company or any Agent in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Shares authorized by this Amendment No. 1 for offer and sale under the state securities or blue sky laws or the provincial securities laws of Canada, and, if requested by an Agent, preparing and printing a "Blue Sky Survey" or memorandum and a "Canadian wrapper" and any supplements thereto, advising the Agent of such qualifications, registrations, determinations and exemptions, (ii) the reasonable fees and disbursements of the Agent's counsel, including the reasonable fees and expenses of counsel for the Agent in connection with, FINRA review, if any, and approval of the Agent's participation in the offering and distribution of the Shares authorized by this Amendment No. 1, *provided, however*, that the reasonable and documented fees and associated expenses of the counsel for the Agent in connection with the Company's filings with the FINRA shall not exceed \$15,000 (excluding the FINRA filing fees referred to in Section 3(d)(viii) of the Sales Agreement, and in addition to the fees and disbursements referred to below) and (iii) in connection with the execution of this Amendment No. 1 which such amount is due upon the execution of this Amendment No. 1. The fees and disbursements of Agent's counsel pursuant to subsections (i), (ii) and (iii) above shall not exceed \$75,000. For the avoidance of doubt, the \$75,000 of fees and disbursements of Agent's counsel that may become payable by the Company hereunder shall be in addition to the fees and disbursements of Agent's counsel in connection with entering into the Sales Agreement that are payable by the Company under Section 3(d) of the Sales Agreement in connection with each Triggering Event Date.

5. The Sales Agreement, as amended by this Amendment No. 1, represents the final agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Amendment No. 1 may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Amendment No. 1.

6. The invalidity or unenforceability of any section, paragraph or provision of this Amendment No. 1 shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Amendment No. 1 is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable. All references in the Sales Agreement to the "**Agreement**" shall mean the Sales Agreement as amended by Amendment No. 1 and all references to "**date of this Agreement**" in the Sales Agreement shall be deemed to refer to each of the date of the Sales Agreement and the date of this Amendment No. 1 as context requires.

7. This Amendment No. 1 shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Amendment No. 1 or the transactions contemplated hereby or by the Sales Agreement may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth in the Sales Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

8. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed amendment by one party to the other may be made by facsimile, electronic mail or other transmission method as permitted by applicable law, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. A party’s electronic signature (complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) of this Amendment No. 1 shall have the same validity and effect as a signature affixed by the party’s hand.

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding between the Company and the Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Sales Agreement between the Company and the Agent.

Very truly yours,

JEFFERIES LLC

By: /s/ Donald Lynaugh

Name: Donald Lynaugh

Title: Managing Director

ACCEPTED as of the date first-above written:

DISC MEDICINE, INC.

By: /s/ John Quisel

Name: John Quisel

Title: President and Chief Executive Officer

[Signature Page to Amendment No. 1 to the Sales Agreement]

December 5, 2023

Disc Medicine, Inc.
321 Arsenal Street, Suite 101
Watertown, MA 02472

Re: Securities Registered under Registration Statement on Form S-3

We have acted as counsel to you in connection with your filing of a Registration Statement on Form S-3 (File No. 333-275652) (as amended or supplemented, the "Registration Statement") filed on November 20, 2023 with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration of the offering by Disc Medicine, Inc., a Delaware corporation (the "Company") of up to \$400,000,000 of any combination of securities of the types specified therein. Reference is made to our opinion letter dated November 17, 2023 and included as Exhibit 5.1 to the Registration Statement. We are delivering this supplemental opinion letter in connection with the prospectus supplement (the "Prospectus Supplement") filed on December 5, 2023 by the Company with the Commission pursuant to Rule 424 under the Securities Act. The Prospectus Supplement relates to the offering by the Company of up to \$192,832,832 in shares (the "Shares") of the Company's common stock, par value \$0.0001 per share ("Common Stock") covered by the Registration Statement. The Shares are being offered and sold by the sales agent named in, and pursuant to, a sales agreement, as amended, between the Company and such sales agent.

We have reviewed such documents and made such examination of law as we have deemed appropriate to give the opinion set forth below. We have relied, without independent verification, on certificates of public officials and, as to matters of fact material to the opinion set forth below, on certificates of officers of the Company.

For purposes of the opinion set forth below, we have assumed that the Shares are issued for a price per share equal to or greater than the minimum price authorized by the Company's board of directors prior to the date hereof (the "Minimum Price") and that no event occurs that causes the number of authorized shares of Common Stock available for issuance by the Company to be less than the number of then unissued Shares that may be issued for the Minimum Price.

For purposes of the opinion set forth below, we refer to the following as "Future Approval and Issuance": (a) the approval by the Company's board of directors (or a duly authorized committee of the board of directors) of the issuance of the Shares (the "Approval") and (b) the issuance of the Shares in accordance with the Approval and the receipt by the Company of the consideration (which shall not be less than the par value of such Shares) to be paid in accordance with the Approval.

The opinion set forth below is limited to the Delaware General Corporation Law.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized and, upon Future Approval and Issuance, will be validly issued, fully paid and nonassessable.

This opinion letter and the opinions it contains shall be interpreted in accordance with the Core Opinion Principles as published in *74 Business Lawyer* 815 (Summer 2019).

This opinion is being furnished to you for submission to the Commission as an exhibit to the Company's Current Report on Form 8-K relating to the Shares (the "Current Report") which is incorporated by reference in the Registration Statement. We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Current Report and its incorporation by reference and the reference to our firm in that report. In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ Goodwin Procter LLP

GOODWIN PROCTER LLP